majority of the States, however, permit spendthrift trusts.[5] By the change in the new code of 1919, Virginia has aligned herself with the majority of her sister States, where the trust estate does not exceed one hundred thousand dollars. She permits a kindly donor to provide the necessities of life for a careless and spendthrift donee without interference from his creditors or without alienation by him, but she endeavors to provide that the trust estate shall only be large enough to fulfill that purpose.

For a full discussion of spendthrift trusts, see NOTES, p. 213.

E. W.

CARRIERS—LIABILITY FOR LOSS WHERE NEGLIGENT DELAY CONCURS WITH ACT OF GOD.—Although a carrier is exempt from liability where an act of God is the proximate cause of the loss, yet if the negligence of the carrier in delaying the transportation concurs in and contributes to the loss, such negligence will be considered as the proximate cause for which the carrier will be held liable. The foregoing doctrine was recently laid down by the Virginia Court in *Merchants' and Miners' Transportation Company* v. *L. J. Upton & Company, Incorporated.*[1]

This is the first time that the much litigated question, whether the delay of the carrier is a proximate cause or merely a condition in such case, has been squarely presented to the Virginia Court. In holding that the negligent delay of the carrier was the cause, the court refused to follow and brushed aside a *dictum* laid down in *Herring* v. *Chesapeake, etc., R. Co.,*[2] which expressly stated that a delay in transportation was a remote cause or condition and that the act of God would relieve the carrier from liability.

There is a very sharp conflict between the authorities, the courts and textwriters being almost evenly divided on this question. For an extended discussion on this subject, see 3 VA. LAW REV. 458. Also see *Green-Wheeler Shoe Company* v. *Chicago, etc., R. Co.,* 130 Iowa 123, 106 N. W. 498, 5 L. R. A. (N. S.) 882, where practically every case of any value bearing upon this question is cited.

LEASES—HOLDING OVER—RENEWALS AND EXTENSIONS—DISTINCTION.—There is a distinction which many courts recognize between a right of renewal and an option for the extension of a

[5] Broadway National Bank *v.* Adams, 133 Mass. 170, 43 Am. Rep. 504; Seymour *v.* McAvoy, 121 Cal. 438, 53 Pac. 946, 41 L. R. A. 544. In Nichols *v.* Eaton, 91 U. S. 716, the discussion of spendthrift trusts, though *dictum*, is very thorough.

[1] 103 S. E. 616.

[2] 101 Va. 778, 45 S. E. 322.